

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

Re: Docket Nos. 760, 848 & 917

**CERTIFICATION OF COUNSEL REGARDING FIRST NOTICE
OF ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

The undersigned counsel to JOANN Inc. and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), hereby certifies as follows:

1. On April 28, 2025, the Debtors filed the *First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 760] (the “First Assumption Notice”) regarding the assumption and assignment of certain unexpired leases set forth in the First Assumption Notice (the “Original Assumption List”). Attached to the First Assumption Notice was a proposed form of order (the “Assumption Order”) authorizing the assumption and assignment of the unexpired leases on the Original Assumption List.

2. The deadline to object to the First Assumption Notice was May 12, 2025 for the Lake Geneva Lease Agreement (as defined below) (the “Objection Deadline”) and May 16, 2025 for the Shrewsbury Lease Agreement (as defined below) (the “Extended Objection Deadline”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

3. Prior to the Objection Deadline, Inland Commercial Real Estate Services LLC (“Inland”), as managing agent for Lake Geneva Retail LeaseCo., L.L.C. (“Lake Geneva”) filed the *Objection of Inland Commercial Real Estate Services LLC to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Lease* [Docket No. 848] (the “Inland Objection”) objecting to, among other things, the assumption and assignment of a certain nonresidential real property lease (the “Lake Geneva Lease Agreement”) dated June 14, 2012 between Jo-Ann Stores, LLC and Lake Geneva that was included on the Original Assumption List.

4. Prior to the Extended Objection Deadline, National Realty & Development Corp. (“National Realty”), as managing agent for SP 35 L.P. (“SP 35”) filed the *Objection of National Realty & Development Corp. to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 917] (the “National Realty Objection”) objecting to, among other things, the assumption and assignment of a certain nonresidential real property lease (the “SP 35 Lease Agreement”) dated July 21, 1976 between Jo-Ann Stores, LLC and SP 35 that was included on the Original Assumption List.

5. Attached as **Exhibit A** is a revised Assumption Order (the “Revised Assumption Order”), which resolves (a) the Inland Objection as it pertains to the Lake Geneva Lease Agreement and (b) the National Realty Objection as it pertains to the SP 35 Lease Agreement. A redline comparing the Revised Assumption Order to the Assumption Order is attached hereto as **Exhibit B**. As part of the resolution of the Inland Objection and the National Realty Objection, the landlords have agreed that the applicable leases can be assumed and assigned as set forth in the Revised Assumption Order.

6. Any leases subject to unresolved objections and informal comments received regarding the remaining balance of the leases included in the First Assumption Notice

(collectively, the “Outstanding Leases”) are not included in the Revised Assumption Order. For the avoidance of doubt, the First Assumption Notice remains pending, and has not been withdrawn, with respect to the Outstanding Leases. To the extent that the Debtors and the objecting landlords reach agreement with respect to any Outstanding Lease, the Debtors will submit a proposed form of order with respect to such lease.

7. The Revised Assumption Order has been shared with counsel to Inland and National Realty and each do not object to entry of the Revised Assumption Order.

8. Accordingly, the Debtors request entry of the Revised Assumption Order attached hereto as **Exhibit A** at the Court’s earliest convenience.

[Remainder of this page intentionally left blank.]

Dated: June 23, 2025
Wilmington, Delaware

/s/ Jack M. Dougherty

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